

### III. REMARKS

Claims 1-2, 4-11, 14, 16-23, and 25-31 are pending in this application. Claims 1, 11, 16, 18, and 26 have been amended, and no claims have been cancelled. Applicants are not conceding in this application that those claims are not patentable over the art cited by the Examiner, as the present claim amendments are only for facilitating expeditious allowance of the claimed subject matter. Applicants respectfully reserve the right to pursue these and other claims in one or more continuations and/or divisional patent applications. Reconsideration in view of the following remarks is respectfully requested.

In the Office Action, claims 1, 2, 4-11, 14, 16-23, and 25-31 are rejected under 35 U.S.C. § 103(a) as being unpatentable over Church et al. (US Pat. No. 5,794,234, hereinafter, “Church”) in view of Walker (US Pat. No. 5,794,207, hereinafter, “Walker”) and Cornelius et al. (US Pat. No. 7,069,234, hereinafter, “Cornelius”).

With respect to claim 11, Applicants have amended this claim herein, and respectfully submit that Church, Walker, and Cornelius do not teach each and every element of the invention as claimed. For example, Applicants submit that Church, Walker, and Cornelius fail to teach the feature of “A method for exchanging automotive information between at least two automotive industry trading partners engaged in an automotive transaction” (claim 11, lines 1-2).

In the current Action, the Office relies on Walker to teach the feature of “automotive trading partners engaged in an automotive transaction” occurring via an “automotive [information] exchange system” (Office Action, p. 5). Applicants have amended claim 11 herein to provide improved clarity, and respectfully submit that Walker does not teach the recited feature.

Walker teaches a “bilateral buyer-driven system for creating binding contracts incorporating various methods of communication, commerce and security for the buyer” (col. 10, line 60 *et seq.* (emphasis added)), citing examples for its utility including “an individual seeking car repair services” (Walker, col. 2, line 27), “car dealers” (*id.*, line 37), and “a car buyer who could precisely define the car and option packages he wanted for a specified price” (*id.*, col. 10, lines 44-46), among other, non-vehicle related examples, such as real estate brokers (Walker, col. 2, line 36), major airline carriers (*id.*, lines 53-54), commodities such as oil or coal (*id.*, line 54), and companies or governments seeking to purchase significant quantities of goods or services at the lowest possible price (*id.*, lines 57-59). Each of these examples features a transaction limited to exactly a pair of trading partners, e.g., a buyer and a seller, involved in a bilateral transaction conducted by exchanging data of substantially uniform and consistent format.

The fact that automobiles are peripherally mentioned in Walker’s teachings does not cure the fact that Walker’s method and system are inapposite to the invention of claim 11, which recites “A method for exchanging automotive information between at least two automotive industry trading partners engaged in an automotive transaction.” Whereas the teachings of Walker may only be practiced in the context of a buyer and a seller, the invention of claim 11 provides a method for exchanging information between at least two trading partners who are members of the automotive industry. Further, the two parties identified in Walker’s system include, in every instance, a buyer and a seller. Walker’s buyer in automotive-related transactions is invariably a private citizen seeking to make a single vehicle or vehicle-related purchase (*see* “an individual seeking car repair services” (col. 2, line 27); “a car buyer who could precisely define the car and option packages he wanted for a specified price” (col. 10, lines 44-46)). The invention of claim 11, in contrast, recites a method for exchanging information

between “at least two automotive industry trading partners.” A private citizen auto purchaser is not such an automotive industry trading partner. Furthermore, the recitation of a buyer and seller as in Walker is far more limiting than “at least two automotive industry trading partners,” between whom transaction elements need not be limited to consumer sales or consumer vehicle repair. Accordingly, Walker fails to disclose a system or method including the method taught in claim 11 for use by automotive industry trading partners.

Because Walker fails to teach the feature of “A method for exchanging automotive information between at least two automotive industry trading partners engaged in an automotive transaction,” and Church and Cornelius clearly also do not, Applicants submit that the combination of references cited by the Office fail to teach each and every feature of the claimed invention. Further, Applicants submit that the combination of the teachings of the three aforementioned references would not yield the predictable result of the invention of claim 11. Accordingly, Applicants respectfully request withdrawal of the rejection of claim 11 under 35 U.S.C. § 103(a).

With respect to the rejections of independent claims 1, 18, and 26, Applicants note that each claim as amended herein includes features similar in scope to those addressed above with respect to claim 11. Further, the Office relies on the same arguments and interpretations of Church and Walker as discussed above with respect to claim 11. To this extent, Applicants herein incorporate the arguments presented above with respect to claim 11, and respectfully request withdrawal of the rejections of claims 1, 18, and 26 for the above-stated reasons.

With respect to claims 2, 4-10, 14, 16, 17, 19-23, 25, and 27-31 Applicants respectfully submit that these claims are allowable for reasons stated above relative to independent claims 1, 11, 18, and 26, as well as for their own additional claimed subject matter. Accordingly,

Applicants respectfully request that the Office withdraw the rejections under 35 U.S.C. § 103(a) to claims 2, 4-10, 14, 16, 17, 19-23, 25, and 27-31.

#### **IV. CONCLUSION**

Applicants respectfully submit that the Application as presented is in condition for allowance. Should the Examiner believe that anything further is necessary in order to place the application in better condition for allowance, the Examiner is requested to contact Applicants' undersigned attorney at the telephone number listed below.

Respectfully submitted,

/Hunter E. Webb/

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